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8 *Attorneys for Defendant*  
9 *Monterey Financial Services, LLC*

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19 ARTIS-RAY CASH JR.,

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29 Plaintiff,

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31 vs.

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33 EXPERIAN INFORMATION  
34 SOLUTIONS, INC., MONTEREY  
35 FINANCIAL SERVICES, LLC,

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45 Case No.: 8:25-cv-00165-JWH (ADSx)

46 Hon. John W. Holcomb

47 **DECLARATION OF BERJ K.  
48 PARSEGHIAN IN SUPPORT OF  
49 MOTION TO DISMISS  
50 PLAINTIFF'S COMPLAINT**

51 Hearing Date: May 9, 2025

52 Time: 9:00 a.m.

53 Courtroom: 9D

1 I, Berj K. Parseghian, declare as follows:

2 1. I am an attorney duly admitted to practice in all of the courts of the  
3 State of California and am a partner with Lippes Mathias LLP, attorneys of record  
4 for defendant Monterey Financial Services, LLC herein. The facts set forth herein  
5 are of my own personal knowledge and, if sworn, I could and would competently  
6 testify thereto.

7 2. I have reviewed the United States District Court for the Central  
8 District of California's Electronic Case Filing System and have identified the  
9 following twenty-one actions (in addition to the present matter) filed by Plaintiff in  
10 the District:

11 i. *Artis Cash v. First Collection Services et al.*, Case No. 2:19-cv-09416-  
12 SVW-E, filed on November 1, 2019.

13 ii. *Artis Cash v. Experian Information Solutions, Inc. et al.*, Case No.  
14 2:21-cv-03672-RGK-SHK, filed on April 29, 2021.

15 iii. *Artis-Ray Cash v. Experian*, Case No. 2:23-cv-06688-FMO-JC, filed  
16 on August 15, 2023.

17 iv. *Artis-Ray Cash, Jr. v. Midland Credit Management, Inc. et al.*, Case  
18 No. 2:23-cv-10126-HDV-SSC, filed on December 1, 2023.

19 v. *Artis-Ray Cash Jr. v. Caesars Entertainment, Inc.*, Case No. 2:23-cv-  
20 10570-JFW-PVC, filed on December 18, 2023.

21 vi. *Artis-Ray Cash Jr. v. Phillips & Cohen Associates Ltd.*, Case No. 2:24-  
22 cv-00012-HDV-MAR, filed on January 2, 2024.

23 vii. *Artis-Ray Cash v. LVNV Funding LLC et al.*, Case No. 2:24-cv-00474-  
24 MRA-E, filed on January 18, 2024.

25 viii. *Artis-Ray Cash Jr. v. Credit Control, LLC et al.*, Case No. 2:24-cv-  
26 08447-AH-E, filed on October 1, 2024.

27 ix. *Artis-Ray Cash v. Absolute Resolutions Investments LLC*, Case No.  
28 2:24-cv-09093-SRM-MAA, filed on October 22, 2024.

1       x. *Artis-Ray Cash v. Maximus, INC.*, Case No. 2:24-cv-09094-RGK-AS,  
2       filed on October 22, 2024.

3       xi. *Artis-Ray Cash, Jr. v. Cavalry Portfolio Services, LLC*, Case No. 2:24-  
4       cv-09738-SRM-E, filed on November 12, 2024.

5       xii. *Artis-Ray Cash Jr v. Diverse Funding Associates, LLC*, Case No. 2:24-  
6       cv-10354-WLH-SK, filed on December 2, 2024.

7       xiii. *Artis-Ray Cash Jr. v. Velocity Portfolio Group, INC.*, Case No. 2:24-  
8       cv-10357-JFW-MAA, filed on December 2, 2024.

9       xiv. *Artis-Ray Cash, Jr. v. Vervent, Inc.*, Case No. 2:24-cv-10359-DMG-  
10      BFM, filed on December 2, 2024.

11      xv. *Artis-Ray Cash Jr v. Resurgent Capital Services, L.P.*, Case No. 2:24-  
12      cv-10356-ODW-SK, filed on December 2, 2024.

13      xvi. *Artis-Ray Cash Jr. v. Shelter Mutual Insurance Company*, Case No.  
14       2:24-cv-10355-FMO-JPR, filed on December 2, 2024.

15      xvii. *Artis-Ray Cash v. Convergent Outsourcing, Inc.*, Case No. 2:25-cv-  
16      00663-AB-PD, filed on January 24, 2025.

17      xviii. *Artis-Ray Cash Jr. v. Housing Authority of the City of Los Angeles*  
18       (HACLA) *et al.*, Case No. 2:25-cv-00962-WLH-DFM, filed on  
19       February 4, 2025.

20      xix. *Artis-Ray Cash Jr v. TransUnion, LLC et al.*, Case No. 2:25-cv-00961-  
21      RGK-DFM, filed on February 4, 2025.

22      xx. *Artis-Ray Cash, Jr. v. Radius Global Solutions, LLC*, Case No. 2:25-  
23      cv-01481-DMG-JDE, filed on February 21, 2025.

24      xxi. *Artis-Ray Cash Jr. v. Penn Credit Corporation*, Case No. 2:25-cv-  
25      01483-MWF-AS, filed on February 21, 2025.

26      3. Plaintiff did not file an *in forma pauperis* (“IFP”) application in either  
27      *Artis Cash v. First Collection Services* or *Artis Cash v. Experian Information*  
28      *Solutions, Inc.*

1       4. In *Artis-Ray Cash v. Experian*, Plaintiff requested and was granted  
2 IFP status. (ECF Nos. 3, 7.) Plaintiff reached a settlement in this action on or  
3 before February 13, 2024. (ECF No. 25.) Attached hereto as **Exhibit A** is a true  
4 and correct copy of the Notice of Settlement.

5       5. Plaintiff's complaint in *Artis-Ray Cash, Jr. v. Midland Credit*  
6 *Management, Inc. et al.* demanded \$2,000,000. (ECF No. 1.) Plaintiff requested  
7 and was granted IFP status. (ECF Nos. 3, 8.) Plaintiff reached a settlement in this  
8 action on or before July 22, 2024. (ECF No. 33.) Attached hereto as **Exhibit B** is  
9 a true and correct copy of the Notice of Settlement.

10      6. In *Artis-Ray Cash Jr. v. Caesers Entertainment, Inc.*, Plaintiff  
11 requested IFP status. (ECF No. 3.) The court initially postponed ruling on the  
12 request because of inconsistencies in the information Plaintiff provided. (ECF No.  
13 8.) After Plaintiff provided additional information, the court denied IFP status,  
14 finding Plaintiff "is able to pay the filings fees." (ECF No. 12.) Attached hereto as  
15 **Exhibits C and D** are a true and correct copy of the court's orders. The court  
16 subsequently dismissed this action because Plaintiff failed to pay the \$402 filing  
17 fee. (ECF No. 13.)

18      7. In *Artis-Ray Cash Jr. v. Phillips & Cohen Associates Ltd.*, Plaintiff  
19 requested but was denied IFP status because the Court found, *sua sponte*, that  
20 Plaintiff failed to state a claim. (ECF Nos. 3, 9.)

21      8. In *Artis-Ray Cash v. LVNV Funding LLC et al.*, Plaintiff requested but  
22 was denied IFP status because the Court found, *sua sponte*, that Plaintiff failed to  
23 state a claim. (ECF Nos. 2, 9.)

24      9. In *Artis-Ray Cash Jr. v. Credit Control, LLC et al.*, Plaintiff requested  
25 and was granted IFP status. (ECF Nos. 3, 9.)

26      10. In *Artis-Ray Cash v. Absolute Resolutions Investments LLC*, Plaintiff  
27 requested and originally was denied IFP status. (ECF Nos. 2, 9.) The court  
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1 subsequently granted a motion for reconsideration, vacated its prior decision, and  
2 granted IFP status. (ECF No. 11.)

3       11. In *Artis-Ray Cash v. Maximus, INC.*, Plaintiff requested and was  
4 granted IFP status. (ECF Nos. 2, 8.) Plaintiff reached a settlement in this action on  
5 or before January 27, 2025. (ECF No. 15.) Attached hereto as **Exhibit E** is a true  
6 and correct copy of the Notice of Settlement.

7       12. In *Artis-Ray Cash, Jr. v. Cavalry Portfolio Services, LLC*, Plaintiff  
8 requested and was granted IFP status. (ECF Nos. 3, 9.)

9       13. In *Artis-Ray Cash Jr v. Diverse Funding Associates, LLC*, Plaintiff  
10 requested and originally was denied IFP status. (ECF Nos. 3, 9.) The court  
11 subsequently granted a motion for reconsideration, vacated its prior decision, and  
12 granted IFP status. (ECF No. 11.)

13       14. In *Artis-Ray Cash Jr. v. Velocity Portfolio Group, INC.*, Plaintiff  
14 requested and originally was denied IFP status. (ECF Nos. 3, 9.) The court  
15 subsequently granted a motion for reconsideration, vacated its prior decision, and  
16 granted IFP status. (ECF No. 11.)

17       15. In *Artis-Ray Cash, Jr. v. Vervent, Inc.*, Plaintiff requested and was  
18 granted IFP status. (ECF Nos. 3, 7.) Plaintiff reached a settlement in this action on  
19 or before February 4, 2025. (ECF No. 8.) Attached hereto as **Exhibit F** is a true  
20 and correct copy of the Joint Stipulation to Dismiss.

21       16. In *Artis-Ray Cash Jr v. Resurgent Capital Services, L.P.*, Plaintiff  
22 requested and originally was denied IFP status. (ECF Nos. 2, 7.) The court  
23 subsequently granted a motion for reconsideration, vacated its prior decision, and  
24 granted IFP status. (ECF No. 9.)

25       17. In *Artis-Ray Cash Jr. v. Shelter Mutual Insurance Company*, Plaintiff  
26 requested and was granted IFP status. (ECF Nos. 3, 7.)

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1       18. In *Artis-Ray Cash v. Convergent Outsourcing, Inc.*, Plaintiff requested  
2 IFP status. (ECF No. 2.) On January 24, 2025, the Court ordered Plaintiff file an  
3 amended complaint before it determined the IFP application. (ECF No. 8.)

4       19. In *Artis-Ray Cash Jr. v. Housing Authority of the City of Los Angeles*  
5 (*HACLA* et al.), Plaintiff requested and was denied IFP status because the court,  
6 *sua sponte*, determined that it lacked subject matter jurisdiction over the action.  
7 (ECF Nos. 3, 7.)

8       20. In *Artis-Ray Cash Jr v. TransUnion, LLC et al.*, Plaintiff requested  
9 and was granted IFP status. (ECF Nos. 2, 8.)

10        21. In *Artis-Ray Cash, Jr. v. Radius Global Solutions, LLC*, Plaintiff  
11 requested and was granted IFP status. (ECF Nos. 2, 7.)

12        22. In *Artis-Ray Cash Jr. v. Penn Credit Corporation*, Plaintiff requested  
13 and was granted IFP status. (ECF Nos. 2, 7.)

14 I declare under penalty of perjury under the laws of the United States of  
15 America that the foregoing is true and correct and that this declaration was  
16 executed on April 7, 2025, at New York, New York.

/s/ Berj K. Parseghian  
Berj K. Parseghian

**CERTIFICATE OF SERVICE**

I, Berj K. Parseghian, declare as follows:

I am a resident of the State of New York, over the age of eighteen years, and not a party to the within action. My business address is 420 Lexington Avenue, Suite 2005, New York, New York 10170.

On April 7, 2025, I served the within DECLARATION OF BERJ K. PARSEGHIAN IN SUPPORT OF MOTION TO DISMISS PLAINTIFF'S COMPLAINT by enclosing a true copy in a sealed envelope addressed to the following non-CM/ECF participant(s):

Artis-Ray: Cash, Jr.  
453 South Spring Street  
Suite 400 PMB 1211  
Los Angeles, CA 90013

and depositing the envelope in the United States mail at New York, New York with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 7, 2025 at New York, New York.

/s/ Berj K. Parseghian  
Berj K. Parseghian